

DEPARTMENT OF CONSUMER AND REGULATORY AFFAIRS
BUILDING AND LAND REGULATION ADMINISTRATION; PERMIT SERVICE CENTER (202 442 9475)

**APPLICATION FOR UTILITY COMPANY PERMIT TO STRING OR REARRANGE
WIRES OR CABLE AND TO ERECT, REMOVE OR RELOCATE POLES**
(SUBMIT IN DUPLICATE, PRINT IN INK OR TYPE)

Permit No. A _____

Permit Fee \$ _____

O. H. No. _____

Washington, D.C., _____, 19 _____

APPLICATION IS HEREBY MADE FOR PERMISSION TO

Time Necessary to Complete Work _____

CONDITIONS OF APPLICATION AND PERMIT

The applicant, or the applicant's authorized agent, in affixing his or its signature hereto and in accepting any permit issued on the basis of this application, agrees that the applicant and any person, firm or corporation employed by the applicant, when working on or occupying public space as authorized by the said permit, whether such work or occupancy is on, under, or above the surface of such space, will comply with the following conditions:

- 1) That the performance of such work or the occupancy of such space shall be strictly in accordance with the conditions set forth herein and on both sides of the permit authorizing such work or occupancy of public space.
- 2) That the performances of such work or the occupancy of such space as authorized by the said permit shall be in full compliance with all applicable laws and regulations of the District of Columbia.
- 3) That the applicant, at the applicant's risk and expense, guarantees that the public space occupied by the applicant or required for the performance of the work authorized by the said permit, at all times will be kept in a safe condition, and where the work aforesaid results in any excavation in any street, alley, sidewalk, or other public space, the applicant will insure that such excavation is kept in a safe condition until such street, alley, sidewalk, or other public space has been repaired or resurfaced by the District of Columbia. The repair or resurfacing of the street, alley, sidewalk or other public space made necessary by the excavation, will be performed by the District of Columbia at the expense of the applicant.
- 4) That the applicant guarantees that if, in the opinion of the Director of the Department of Public Works or is representative, any work performed in, or occupancy of, public space by him or on his behalf, in any manner becomes dangerous to, or interferes unnecessarily with, pedestrian or vehicular traffic, the applicant will take such action as, in the opinion of the Director or his representative is necessary to remove such dangerous condition or unnecessary interference with traffic.

(Read additional Conditions on reverse side)

RESERVED FOR APPROVALS	<p>I HAVE READ AND UNDERSTAND THE CONDITIONS SET FORTH ON THIS APPLICATION, AND I FURTHER UNDERSTAND THAT PENALTIES ARE PROVIDED FOR FURNISHING FALSE INFORMATION.</p> <p>_____</p> <p style="text-align: center;">(Name of applicant)</p> <p>_____</p> <p style="text-align: center;">(Signature of applicant or applicant's authorized representative)</p> <p>_____</p> <p style="text-align: center;">(Title of applicant's authorized representative)</p>
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5) That the applicant will save harmless, indemnity and keep indemnified the District of Columbia, its officers and employees, from all claims, suits, charges, counsel fees, and judgments to which the said District, its officers and employees may be subject on account of injury to persons or damage to property, including property of the District of Columbia, due to negligence of the applicant, or occasioned by work not authorized by said permit, or resulting from failure to observe and comply with terms and conditions of this application.

6) That the applicant agrees that the backfilling of any excavation made by him or on his behalf will be performed in the manner prescribed below and should any settlement or sinking resulting from backfilling occur within two (2) years after the District of Columbia, at the applicant's expense, has repaired or resurfaced the surface of the public space in which the excavation was made, the applicant nevertheless will save harmless, indemnity and keep indemnified the District of Columbia from any injury, loss, cost, or damage occasioned by a physical change in such repaired or resurfaced public space.

Should repairs become necessary over said excavation during the aforementioned period due to settlement of said excavation occasioned by improper excavation work or backfilling, the necessary re-excavation and repair shall be done by the District of Columbia and the cost thereof shall be to the applicant.

7) That the applicant agrees that all portions of the street excavated will be put in as good condition as before the excavation was made and that such excavation will be backfilled within twenty-four (24) hours after approval by the District (if required) of the construction, connections or repairs installed or made therein, such backfilling not to extend more than two inches (2") above the adjoining pavement or surface and to be thoroughly compacted in such manner as to avoid any sinking or settlement either of the backfilling or of any pavement laid thereon for a period of two (2) years after the area over such excavation has been repaired or resurfaced by the District.